

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract # 720C-04208-09R01

International Recruitment & Placement, Registered Nurses

This contract entered into this 8th day of July 2009, by O'Grady Peyton International (USA), Inc., 532 Stephenson Ave, Suite 11, Savannah, GA 31405 hereinafter referred to as "Contractor" and "O'Grady Peyton International" or "OGP" and Commonwealth of Virginia, Department of Behavioral Health and Developmental Services (DBHDS), P.O. Box 1797, Richmond, Virginia 23218, hereinafter referred to as "DBHDS". The original Request for Proposal (RFP) #720C-04208-09R dated February 23, 2009 was issued under the name Department of Mental Health, Mental Retardation and Substance Abuse Services (DMHMRSAS) and O'Grady Peyton International (USA), Inc. response to the proposal referenced DMHMRSAS as such, shall be change to read as Department of Behavioral Health and Developmental Services (DBHDS). The Departments name was changed by the Commonwealth of Virginia General Assembly under Senate Bill 1117 and House Bill 2300, effective July 1, 2009. DBHDS shall be defined to include Central Office and the following facilities:

Central Virginia Training Center
Southeastern Virginia Training Center
Southside Virginia Training Center
Southwestern Virginia Training Center
Catawba Hospital
Southern Virginia Mental Health Institute
Western State Hospital
Commonwealth Center for Children & Adolescents
Central State Hospital
Southwestern Virginia Mental Health Institute
Eastern State Hospital
Northern Virginia Mental Health Institute
Northern Virginia Training Center
Piedmont Geriatric Hospital
Hiram Davis Medical Center
Virginia Center for Behavioral Rehabilitation

WITNESSETH that OGP and DBHDS, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: OGP shall provide the services to DBHDS as set forth in the Contract Documents.


PERIOD OF PERFORMANCE: From July 20, 2009 through July 19, 2011. Contract may be renewed for two (2) additional two (2) year periods for software maintenance and support services upon mutual written agreement of both parties.

The contract documents shall consist of the following enclosed documents:

- (1) This signed form;
- (2) The following portions of the Request for Proposal (RFP) #720-04208-09R:
 - (a) Front cover pages (page 1 of 29 and page 2 of 29);
 - (b) Section I titled "Purpose";
 - (c) Section II titled "Background";
 - (d) Section III titled "Definitions";
 - (e) Section IV titled "Scope of Work";
 - (f) Section VII titled "General Terms and Conditions", (Applicable to the contract);
 - (g) Section VIII titled "Special Terms and Conditions", (Applicable to the contract); and
 - (h) Section IX titled "Method of Payment".
- (3) The following portions of O'Grady Peyton International's response to the RFP dated March 20, 2009:
 - (a) Front cover pages (page 1, 2 and 3 of 30);
 - (b) Section V:B titled "Specific Requirements of Proposal".
- (4) Revised Exhibit E, the negotiated "Detailed Cost Proposal – Fee Schedule", submitted by O'Grady Peyton International July 7, 2009.

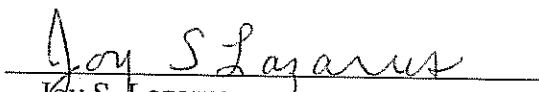
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

O'Grady Peyton International (USA), Inc.

By: 
Sinead Carbery
Vice President, Sales and Placement

Date: July 17, 2009

Department of Behavioral Health and Developmental Services

By: 
Joy S. Lazarus
Director, Office of Administrative Services

Date: 7/23/09

Commonwealth of Virginia

REQUEST FOR PROPOSAL

Issue Date: February 23, 2009

Issue Title: International Recruitment & Placement, Registered Nurses

Issuing Agency: Department of Mental Health, Mental Retardation and Substance Abuse Services (DMHMRSAS), P.O. Box 1797, Richmond, Virginia 23218-1797

Using Agency and Location Where Work Will Be Performed: DMHMRSAS facilities located through the Commonwealth of Virginia.

Period of the Contract: May 1, 2009 through April 30, 2011.

Renewals: Contract may be renewed for three (3) additional two (2) year periods upon mutual agreement between all parties.

Proposals will be received for furnishing services described herein until: **Wednesday, March 18, 2009 at 3:00 p.m. EST.**

Submit Comments Questions	Interested parties may submit written comments or questions on any aspect of this RFP <u>on or before 5:00 p.m. Wednesday, March 11, 2009.</u> Please submit your comments and questions to David T. Ray: By email: david.ray@co.dmhmrzas.virginia.gov No other questions will be responded to if received after the <u>5:00 p.m. Wednesday, March 11, 2009</u> deadline.
Copies of RFP and Answers to submitted Questions	May be obtained at www.dmhmrzas.virginia.gov on left side of screen under DMHMRSAS click on Procurement, then under More Information click on link to Solicitations for the Office of Administrative Services and look for solicitation number assigned: <u>RFP# 720C-04208-09R.</u>
Preproposal Conference	No Preproposal Conference.

All offerors must register in eVA; failure to register may result in the proposal being rejected. No award shall be made to an Offeror not registered in eVA.

(See Section VII, Item S, "Business-To-Government Offeror Registration")

Proposal Delivery Information:

All Proposals shall be addressed: DMHMRSAS, Office of Administrative Services. If mailed, send to P.O. Box 1797, Richmond, VA 23218-1797; if hand delivered Jefferson Building, 8th

Floor - Room 811, 1220 Bank Street, Richmond, Virginia, 23219. Envelopes should be marked with RFP number and opening date and time. It is the Offeror's responsibility to assure that proposals are received and logged in by Procurement Operations staff at the location indicated by the date and time above, regardless of the method of delivery. LATE proposals will NOT be accepted under any circumstances. This page and the following signature page must accompany your proposal, with all information supplied and signatures applied as required.

IN COMPLIANCE WITH THE ABOVE REFERENCED REQUEST FOR PROPOSALS AND TO ALL THE CONDITIONS IMPOSED HEREIN, IN FACT OR BY REFERENCE, THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE SERVICES IN ACCORDANCE WITH THE ATTACHED SIGNED PROPOSAL OR AS MUTUALLY AGREED UPON BY SUBSEQUENT NEGOTIATION.

Offeror Name and Address:

_____	Date: _____
_____	By: _____
_____	(Official Signature in Ink)
Telephone: _____	Printed Name: _____
FBI/FIN Number: _____	Title: _____

(Please check all that apply)

<input type="checkbox"/>	Contractor DOES consider his/her firm to be a small, woman or minority owned business.
<input type="checkbox"/>	Contractor does NOT consider his/her firm to be a small, woman or minority owned business.
<input type="checkbox"/>	Contractor IS certified as a small, woman or minority owned business by VA Department of Minor Business Enterprise (DMBE).
<input type="checkbox"/>	DMBE Certification # _____ S W M WS MS (Circle One)
<input type="checkbox"/>	Contractor is NOT certified as a small, woman or minority owned business by VA Department Minority Business Enterprise.

S = Small Business

W = Woman Owned

M = Minority Owned

WS = Woman Owned with Small Business Certification

MS = Minority Owned with Small Business Certification

I. PURPOSE:

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals to establish a term contract(s) through competitive negotiation with qualified private providers and organizations for the international recruitment and placement of licensed or eligible registered nurses (RN) for a commitment period of no less than two years to supplement current and future staff vacancies at the facilities of the Department of Mental Health, Mental Retardation and Substance Abuse Services (DMHMRSAS), an agency of the Commonwealth of Virginia, and those Community Services Boards (CSBs) that may elect to utilize the services available under any contract(s) resulting from this solicitation. Other state and local government agencies, including CSBs, may also be added as users of this contract from time to time.

II. BACKGROUND:

The Department of Mental Health, Mental Retardation and Substance Abuse Services, under Title 37.1 of the Code of Virginia, as amended, implements the policies established by the State Mental Health, Mental Retardation and Substances Abuse Services Board (State Board) and is the responsible authority for the provision of mental health, mental retardation and substance abuse (MH/MR/SA) services to Virginians. Publicly funded outpatient mental health, mental retardation and substance abuse services are typically delivered in Virginia through a system of 40 Community Services Boards. Publicly funded in-patient MH/MR/SA services are primarily delivered through 11 hospitals and 5 MR training centers managed by the Department.

Currently, one MHMRSAS facility, Central State Hospital, hired 23 Registered Nurses under the old contract and 17 of the nurses are still employed at Central State Hospital and 1 has transferred to another DMHMRSAS facility.

III. DEFINITIONS:

- A.** Purchasing Agency – Any DMHMRSAS facility, Community Services Board or other agency that may be added as a user to this contract that elects to purchase services from the contract(s) that result from this solicitation. DMHMRSAS facilities include:
- Catawba Hospital, Catawba, Virginia
 - Central State Hospital (CSH), Petersburg, Virginia
 - Central Virginia Training Center (CVTC), Lynchburg, Virginia
 - Commonwealth Center for Children & Adolescents (CCCA), Staunton, Virginia
 - Eastern State Hospital (ESH), Williamsburg, Virginia
 - Hiram W. Davis Medical Center (HWDMC), Petersburg, Virginia
 - Northern Virginia Mental Health Institute (NVMHI), Falls Church, Virginia
 - Northern Virginia Training Center (NVTC), Fairfax, Virginia
 - Piedmont Geriatric Hospital, Burkeville, Virginia
 - Southern Virginia Mental Health Institute (SVMHI), Danville, Virginia
 - Southeastern Virginia Training Center (SEVTC), Chesapeake, Virginia
 - Southside Virginia Training Center (SVTC), Petersburg, Virginia
 - Southwestern Virginia Mental Health Institute (SWVMHI), Marion, Virginia
 - Southwestern Virginia Training Center (SWVTC), Hillsville, Virginia
 - Virginia Center for Behavioral Health (VCBH), Petersburg, Virginia

Western State Hospital (WSH), Staunton, Virginia

- B. Contracting or Issuing Agency – The Department of Mental Health, Mental Retardation and Substance Abuse Services (DMHMRSAS), Office of Administrative Services.
- C. Contractor (s) – The provider(s) selected for award of a contract as the result of this Request for Proposals.
- D. Placement Package – The information (see Section IV., subsection A., Item I of this solicitation) that shall be submitted to Purchasing Agencies upon request to the Contractor for nurses' recruitment and placement services.

IV. SCOPE OF WORK:

The Contractor(s) shall be responsible for providing all resources for the international recruitment and placement of licensed (eligible) registered nurses, with psychiatric training preferred, upon request from the Purchasing Agencies, under the conditions itemized below:

A. General Requirements:

- 1. Nursing Experience – It is preferred that all RNs have nursing experience, psychiatric nursing preferred, consideration may be given to those without previous psychiatric experience on a case-by-case basis. The Purchasing Agency must approve RNs prior to commencement of work.
- 2. Employment – Approved RNs will be employed by the Purchasing Agency in accordance with the Commonwealth of Virginia Human Resource Management Policies and Procedures as permanent classified employees for no less than a two-year period. RNs will be required to work on-call hours, overtime, and all shifts, including weekends and state designated holidays. If the RN does not fulfill their two-year commit, the RN shall pay DMHMRSAS the total placement fee paid and travel/transportation expenses reimbursed by DMHMRSAS for the RN's travel to the DMHMRSAS facility. DMHMRSAS reserves the right to negotiate the reimbursement of these fees and expenses by the RN on a "case by case" basis.
- 3. Screening – The Contractor(s) shall provide a screening and testing mechanism for potential placement at the Purchasing Agency to include all licensing or visa applications required for working in the United States of America. In addition, the Contractor will ensure that each candidate shall have either passed the TOEFL (the Test of English as a Foreign Language) or IELTS (International English Language Testing System) English proficiency exam and either passed the CGFNS (Commission on Graduates of Foreign Nursing Schools) exam or NCLEX (National Council Licensure

Examination for Registered Nurses) or be currently working towards completion and passing of the CGFNS exam or NCLEX within 60 days of placement with the Purchasing Agency. The Purchasing Agency may request one or more of the following, in addition to the Contractor's screening tools or methods: FBI criminal history background investigation, finger printing, drug test, credit history report, TB test, and/or physical examination. The Purchasing Agency shall also offer Hepatitis B vaccinations to all personnel assigned to the Purchasing Agency's facility. The purchasing agency will have the opportunity to accept or reject any potential RN. The purchasing agency may request a personal interview with potential RNs via the telephone, teleconference, or in person.

4. Performance – In the event the Purchasing Agency identifies an RN that displays performance failures or undesirable behaviors, the Purchasing Agency will take necessary actions to correct such occurrences, prevent continuance, and/or request replacement within the first six months of employment. Upon request of replacement, Contractor shall provide the replacement at no additional cost to the Purchasing Agency.
 5. Changes in Requirements – The Purchasing Agency may request that an RN not be replaced due to voluntary resignation or non-voluntary termination. In the event that this happens within the first six months of employment, the purchasing agency shall receive a full refund of the replacement fee from the contractor
 6. Contractor's Representative – The Contractor(s) shall designate a Contract Representative to serve as a central contact to the Agency's Contract Administrator to coordinate recruitment and placement activities, exchange information, and answer questions regarding any subject relative to the contract, including billing inquiries.
 7. Employment – Staff placed by the Contractor(s) shall be under the direction of the Purchasing Agency's management staff and shall commit to no less than a two-year employment period and shall be considered employees of the Commonwealth of Virginia. The Purchasing Agency shall be responsible for payment of wages to the employees including benefits.
 8. Licensure - Nurses must possess a Virginia license or a letter of temporary licensure from the Virginia Board of Nursing that will allow them to practice in Virginia. Services rendered must be consistent with The Joint Commission and any other relevant policies, guidelines and standards as determined by the Purchasing Agency.
- B. Specific Requirements:- The primary requirement for registered nurses at Central State Hospital is in the psychiatric units of the hospital. Nurses assigned must comply with the standards of patient care as developed by the Director of Nursing from the Standards of Nursing Practice.
- C. Specific Requirement for Other Facilities: Although other facilities may have some limited needs, the primary requirements will be for general psychiatric nursing (RN)

duties. There may be limited need for primary care registered nurses and/or pediatric psychiatric registered nurses.

D. Recruitment Plan:

1. Recruitment Area: The Purchasing Agency requires that the Contractor's recruitment efforts be restricted geographically outside of the USA. The Offeror should include in its proposal an element in its recruitment plan to avoid geographic competition with the Purchasing Agency.
2. Recruitment Efforts: The Contractor(s) shall provide a detailed recruitment plan including its strategy for fulfilling qualified international RNs. During performance of the contract, if the Contractor(s) is unable to recruit acceptable RNs or other healthcare professionals, but has complied with all material components of the accepted recruitment plan, the Contractor(s) shall provide verifiable documentation (i.e., advertisements, etc.) of actions taken to satisfy the specific requirements of the resulting contract. Failure to provide adequate documentation may result in termination of the contract in part or in whole. Continued failure to meet recruitment expectations may also result in termination of the contract in part or in whole.
3. Expenses: The Contractor(s) shall be responsible for any and all incentives, licensure fees, immigration fees, perks, relocation expenses, or any other benefits offered to individuals recruited by the Contractor(s). The Contractor(s) shall arrange all orientation, transportation and overnight lodging for the selected RNs. The Purchasing Agency will be responsible for the reimbursement of travel/transportation expenses to the contractor.
4. Local Housing: The nurse shall be responsible in securing local housing and all costs associated with local housing.

E. Training:

1. General Orientation and Training: The Purchasing Agency may provide a general orientation that provides staff with information as to how nursing/medical practices are implemented at the Purchasing Agency. Most facilities require all nurses, whether permanent or temporary, to participate in the same orientation. This orientation may include: Human Rights, Infection Control, Fire Safety, CPR Certification, and Control of Aggressive Behavior. Should the Purchasing Agency determine that additional training and orientation is needed, the nurse shall be required to complete such training and certification of competency. .
2. Competency Testing: Each RN shall be subject to initial clinical competency testing and annual clinical competency testing. Training requirements may vary somewhat with each facility or Purchasing Agency.

F. Standards of Performance: Contractor's RNs shall provide a standard and quality of care designed to meet the following standards or accrediting programs and performs services according to their program design:

- The Joint Commission
- Civil Rights of Institutionalized Persons Act (CRIPA)
- Commonwealth of Virginia, DMHMRSAS Licensing Standards
- Commonwealth of Virginia, Board of Nursing, Licensing Standards
- Code of Virginia, Section 37.1-84.1, Rights of Patients and Residents
- Professional/Medical Staff Bylaws
- Rules, Regulations and Instructions of the Purchasing Agency
- The Practice of Nursing Statement
- The highest professional and ethical standard

Any deficiency in the performance of services resulting in notice from any regulatory or accrediting organization may constitute a breach of this agreement and shall be rectified immediately or may be grounds for contract termination for default. The Contractor must be able to provide evidence of clinical competency as required by the above-mentioned organizations and the Purchasing Agency.

G. Quality Improvement – Quality Assurance – Risk Management (QA/QI/RM):

1. Cooperation: The Contractor shall follow instructions of the Purchasing Agency and cooperate in any and all investigations, surveys, inspections of or by the Purchasing Agency and/or any oversight, certifying, licensure or similar agency or authority. This condition shall apply, and not be limited to, allegations of patient abuse; allegations of fraud, misuse or abuse of state resources.
2. Implementation: The Contractor shall implement all QA/QI/RM plans established by the Purchasing Agency.

H. Desired Outcome of Contractor Work: The expected outcome of the services provided under a contract resulting from this RFP shall be the delivery of high quality patient care with a treatment focus by qualified, experienced staff who will provide services placed with the current Purchasing Agency's staff and programs within a team environment to meet the overall Agency's mission as well as any requirements specified by the United States Department of Justice.

- I. **Placement Package:** When the Contractor receives a request for the assignment of a registered nurse to one of the specified Purchasing Agencies, the Contractor shall provide a "Placement Package" to the Purchasing Agency for review. A separate placement package shall be submitted for each registered nurse offered. The placement package shall consist of, at a minimum, the following specific information:

- Name of registered nurse.
- Application/Resume
- Educational Transcripts
- Training (copy of certificates):
 - Location.
 - Type.
- Current Virginia license or letter authorizing the nurse to practice in Virginia.
- Social Security number or application thereof.
- Certification and/or eligibility to work in the USA.
- Skills Check List.
- Copies of all Professional Licenses & Certifications.
- References

VII. GENERAL TERMS AND CONDITIONS

- A. **VENDOR'S MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendor's Manual* and any revisions thereto, which are hereby incorporated into this contract in their entirety, except for chapter 9, titled Appeals. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals". The appeals procedures set forth in the DMHMRSAS Departmental Instruction 810 (ADM) 07 are applicable to these contractual services. A copy of these Instructions is available for reviews in the offices of the DMHMRSAS office of the Purchasing Agent are applicable to these contractual services.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations

- C. **ANTI-DISCRIMINATION:** By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, The Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body (*Code of Virginia*, Section 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.
2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, the Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their proposals, Offerors certify that they are not currently debarred from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agency of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **CLARIFICATION OF TERMS:** If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- I. **PAYMENT:**
1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments
- J. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- K. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.
- L. **CHANGES TO THE CONTRACT:** Changes can be made to the Contract in any one of the following ways:
 1. The parties may agree in writing to modify the scope of the contract. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to things such as the method of packing or shipment and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractors records and/or to determine the correct number of units independently; or

- c. By ordering the Contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- M. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- N. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

O.

NONDISCRIMINATION OF CONTRACTORS: An offeror or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

P.

eVA Business-To-Government Vendor Registration: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All offerors must register in eVA; failure to register may result in the proposal being rejected. No award shall be made to an Offeror not registered in eVA.

- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
- c. For orders issued the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

Q.

AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

VIII. SPECIAL TERMS AND CONDITIONS:

- A. AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- B. CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- D. SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- E. RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth two (2) successive two-year periods under the terms and conditions of the original contract except as stated in 1; and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional two-year period, the contract price(s) for the additional two-year period shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the medical care service category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the medical care service category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

- F. AUTHORITIES:** Nothing in this agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the Scope of Work contained herein. Furthermore, the Contractor shall not assign, sublet, or subcontract any work related to this agreement or any interest he/she/it may have herein without the express written consent of the Contracting Agency, except as specified herein.
- G. CRIMINAL HISTORY:** The Purchasing Agency reserves the right to restrict activities required to provide these services herein to only persons who are without criminal convictions. This restriction shall not relieve the Contractor or Subcontractors of any requirements herein. Upon request of the Purchasing Agency, the contractor shall obtain and provide a criminal history background check on any persons provided under this contract. The Purchasing Agency, at its sole decision, may determine that an individual possessing a criminal conviction poses no risk or threat to the agency, its employees, and clients, and may waive the restriction on a case-by-case basis. Section 37.1-20.3 of the *Code of Virginia* lists certain criminal convictions for which no waiver can be granted.
- H. CONTRACT MANAGEMENT AND ADMINISTRATION:** A primary contract administrator will be appointed by the Contracting Agency (DMHMRSAS Office of Administrative Services) who will be responsible for monitoring and evaluating contractor performance. Only the DMHMRSAS Office of Administrative Services may authorize any changes to the contract that modify, in a material fashion, the cost, terms and conditions, scope of work or delivery of services to be provided under the contract.
- I. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** The contract will result in purchase order(s) with the eVA transaction fee specified as follows:
1. DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
 2. Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

IX. METHOD OF PAYMENT: INVOICES - The Contractor shall invoice each Participating Agency at least once monthly for all services rendered during the specified time period, including invoiced services provided by non-Contractor facilities. The Contractor will be paid on the basis of invoices submitted. Each invoice shall state the specific services rendered, dates of services and itemized cost for each service.

Commonwealth of Virginia

REQUEST FOR PROPOSAL

Issue Date: February 23, 2009

Issue Title: International Recruitment & Placement, Registered Nurses

Issuing Agency: Department of Mental Health, Mental Retardation and Substance Abuse Services (DMHMRSAS), P.O. Box 1797, Richmond, Virginia 23218-1797

Using Agency and Location Where Work Will Be Performed: DMHMRSAS facilities located through the Commonwealth of Virginia.

Period of the Contract: May 1, 2009 through April 30, 2011.

Renewals: Contract may be renewed for three (3) additional two (2) year periods upon mutual agreement between all parties.

Proposals will be received for furnishing services described herein until: **Wednesday, March 18, 2009 at 3:00 p.m. EST.**

Submit Comments Questions	Interested parties may submit written comments or questions on any aspect of this RFP <u>on or before 5:00 p.m. Wednesday, March 11, 2009.</u> Please submit your comments and questions to David T. Ray: By email: david.ray@co.dmhmrzas.virginia.gov No other questions will be responded to if received after the <u>5:00 p.m. Wednesday, March 11, 2009</u> deadline.
Copies of RFP and Answers to submitted Questions	May be obtained at www.dmhmrzas.virginia.gov on left side of screen under DMHMRSAS click on Procurement, then under More Information click on link to Solicitations for the Office of Administrative Services and look for solicitation number assigned: <u>RFP# 720C-04208-09R.</u>
Preproposal Conference	No Preproposal Conference.

All offerors must register in eVA; failure to register may result in the proposal being rejected. No award shall be made to an Offeror not registered in eVA.

(See Section VII, Item S, "Business-To-Government Offeror Registration")

Proposal Delivery Information:

All Proposals shall be addressed: DMHMRSAS, Office of Administrative Services. If mailed, send to P.O. Box 1797, Richmond, VA 23218-1797; if hand delivered Jefferson Building, 8th Floor - Room 811, 1220 Bank Street, Richmond, Virginia, 23219. Envelopes should be marked with RFP number and opening date and time. It is the Offeror's responsibility to assure that proposals are received and logged in by Procurement Operations staff at the location indicated by the date and time above, regardless of the method of delivery. LATE proposals will NOT be accepted under any circumstances. This page and the following signature page must accompany your proposal, with all information supplied and signatures applied as required.

IN COMPLIANCE WITH THE ABOVE REFERENCED REQUEST FOR PROPOSALS AND TO ALL THE CONDITIONS IMPOSED HEREIN, IN FACT OR BY REFERENCE, THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE SERVICES IN ACCORDANCE WITH THE ATTACHED SIGNED PROPOSAL OR AS MUTUALLY AGREED UPON BY SUBSEQUENT NEGOTIATION.

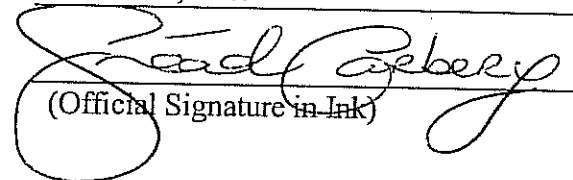
Offeror Name and Address:

Sinead Carbery, VP Sales and Placement

Date: March 20, 2009

O'Grady Peyton International (USA) Inc.

By:


(Official Signature in Ink)

532 Stephenson Ave. Suite 100, Savannah, GA
31405

Printed Sinead Carbery

Telephone: (888) 570-0038 (Direct)

Name:

Vice President, Sales and Placement

FEI/FIN Number: 04-302-7023

Title:

(Please check all that apply)

<input type="checkbox"/>	Contractor DOES consider his/her firm to be a small, woman or minority owned business.
<input type="checkbox"/>	Contractor does NOT consider his/her firm to be a small, woman or minority owned business.
<input type="checkbox"/>	Contractor IS certified as a small, woman or minority owned business by VA Department of Minority Business Enterprise (DMBE).
<input type="checkbox"/>	DMBE Certification # _____ S W M WS MS (Circle One)
<input checked="" type="checkbox"/>	Contractor is NOT certified as a small, woman or minority owned business by VA Department of Minority Business Enterprise.

S = Small Business

W = Woman Owned

M = Minority Owned

WS = Woman Owned with Small Business Certification

MS = Minority Owned with Small Business Certification

Section V: B. SPECIFIC REQUIREMENTS OF PROPOSAL:

3. A written narrative statement to include:

a. Experience of your company and its staff in providing the services described in the Scope of Work (Section IV).

O'Grady Peyton International (USA) Inc. (OGP) has been in business for twenty-eight years. As the international division of AMN Healthcare Services Inc., OGP actively recruits nurses from 58 countries worldwide. Recruitment efforts are facilitated from O'Grady Peyton offices and recruitment locations in both the United Kingdom and the U.S. Recruiting efforts for the Caribbean, Latin American, Canadian, and South American markets are facilitated from Fort Lauderdale, Florida. Recruiting for Middle Eastern countries, such as the U.A.E., Kuwait and other Middle Eastern countries are facilitated from Savannah, GA. OGP has placed thousands of nurses worldwide, including placement into over 200 acute care facilities in the U.S.

OGP, founded in 1981, was acquired by AMN Healthcare Services Inc. in 2001. AMN Healthcare is the nation's leading provider of high-quality healthcare professionals for temporary, contract, and permanent positions. OGP is a Joint Commission Health Care Staffing Services recipient through 2011. In addition, OGP clinical professionals have to meet the highest quality standards, including those set forth by the Joint Commission, to ensure a great match between qualifications and the needs of any facility. AMN Healthcare has earned the trust of more than 2,000 acute-care hospitals and healthcare clients throughout all 50 states, because of our quality professionals, dedicated service staff and client-specific programs.

We are a full service International provider which handles all aspects of foreign recruitment to place highly qualified, licensed Registered Nurses at US facilities, including overseas recruitment, screening, NCLEX preparation, application and processing of U.S. RN Licensure, English (TOEFL/IELTS) training, immigration, and the pre arrival clinical, educational and cultural support services required to ensure the success and acclimation of each nurse to the U.S.

Nursing experience: All RN's are required to have a minimum of 12 months post graduate nursing experience in their area of specialty at the time of recruitment. The average number of years of experience of our RN's is 5-7 years post graduate experience. OGP will make its best efforts to present RN's with Psychiatric nursing experience based on candidates available and immigration processing times; however OGP will also source candidates who are interested in cross training from their current specialty to Psychiatry, with agreement from the Purchasing Agency.

Employment Agreement with Purchasing Agency: In selection of RN's for placement at DMHMRSAS facilities each RN will be informed by OGP at the time of offer that they will be classified as permanent employees of DMHMRSAS for a minimum period of two years, that they will be required to work on-call hours, overtime, all shifts including

Section V: B. SPECIFIC REQUIREMENTS OF PROPOSAL:

3. A written narrative statement to include:

a. Experience of your company and its staff in providing the services described in the Scope of Work (Section IV) cont.

weekends and state designated holidays. They will also be informed that should they not fulfill the minimum 2 year term that they shall repay DMHMRSAS the total placement fee and any expenses incurred by the Purchasing Agency. OGP will also ensure that the benefits package offered to each RN is also clearly explained at the time of offer.

OGP will facilitate the presentation to the RN of an official written "Offer Letter" by the DMHMRSAS facility and the full execution of the "Offer letter" by both parties prior to the final confirmation of the Job Offer to the RN and assistance with travel plans.

Screening: OGP is experienced in meeting all of the Screening requirements outlined in Section IV (3.)

In addition, OGP will ensure that each placement at DMHMRSAS facilities will hold an unrestricted R.N. license in the State of Virginia upon start date. All placements presented to DMHMRSAS facilities will have already passed the NCLEX examination, and will have passed any English language proficiency exam required. OGP will facilitate a personal interview between the potential RN and the requesting facility. Valid work authorization will be sent to the Purchasing Agency prior to the agreed start date. SSN will be sent to the Purchasing Agency as soon as it is issued by the Social Security office.

OGP can meet all of the requirements outlined in Section IV scope of work.

b. Names, qualifications and experience of personnel to be assigned to the project;

Sinead Carbery, RN; Vice President, Sales and Placement

Phone: 888-577-0038

Email: sinead.carbery@ogradypeyton.com

15 years experience with O'Grady Peyton International in a variety of roles – primarily placement, retention and leadership. Leads & develops managers, supervisors, & contributors throughout the department at OGP. Will work directly with DMHMRSAS, as needed, to develop objectives, achieve goals, & drive initiatives. Sinead shall act as the primary day to day contact for DMHMRSAS and Purchasing Agency and can address any issues pre or post assignment start by referring the issue to the appropriate OGP contact. Shall present qualified RN profiles to Purchasing Agency for review, and shall also be available to provide information regarding RN qualifications and availability dates. Shall be the primary contact for requesting additional profiles and/or placing new orders.

Section V: B. SPECIFIC REQUIREMENTS OF PROPOSAL:

3. A written narrative statement to include:

**b. Names, qualifications and experience of personnel to be assigned to the project;
(cont.)**

Gail Bourbeau; International Relocation Manager

Phone: 877-272-7391

Email: gail.bourbeau@ogradypeyton-fl.com

Manages & develops the relocation team, shall assist the Purchasing Agency in pre & post arrival relocation needs of the RN and family including assistance with locating housing, furniture and initial transportation by working with the Purchasing Agency to assist in the post-arrival process which would include all pre-start facility requirements.

c. Resumes of staff to be assigned to the project.

- **Exhibit C – Resume Sinead Carbery, VP Sales and Placement**
- **Exhibit D – Resume Gail Bourbeau, International Relocation Manager**

Section V: B. SPECIFIC REQUIREMENTS OF PROPOSAL:

4. Description of your company's international registered nurse recruitment program, Including countries of origin from which you recruit, and your success in retaining Nurses with experience in health organizations, including mental health. Indicate the number of international registered nurses in your company's current pool of available nurses. Also indicate the information your company will obtain on each RN and how this information will be utilized to review and screen each RN for suitable placement under the resulting contract.

Recruitment:

OGP has recruited RN's from a total of 58 countries, however our primary recruitment sources are The United Kingdom, Caribbean and Middle East (U.A.E. and Kuwait primarily). The primary countries of origin are the Philippines, India, Caribbean and the U.K. OGP requires a minimum of 12 months post graduate experience in the area of specialty for which they are recruited. We also have screening tests which evaluate their clinical competency, critical thinking and English language ability. OGP has an active global RN database of 20,000+ RN's from which it markets and advertises new opportunities for the U.S. and other countries globally. Each O'Grady Peyton overseas recruitment geography recruits international nurses through its various marketing lines and recruitment strategies including; advertisements, direct marketing, text messaging campaigns, newsletters, worldwide recruitment events, conferences, and word of mouth referrals. These efforts multiplied by the various overseas markets we target; result in tens of thousands of potential candidates available for consideration. Recruitment efforts are focused on English speaking countries whose standard of patient care is comparable to that of the United States. Nurses must speak English, must have a Bachelor's Degree in Nursing, Diploma or a three year nursing certificate that meets the minimum requirements of the National Council of the State Boards of Nursing (NCSBN) in all five areas of Nursing.

Each O'Grady Peyton International nurse must meet the global recruitment requirements and guidelines as set forth below:

Extract from O'Grady Peyton International's Recruitment Policy and Procedure:

- **Clinical experience:** Work experience; must be currently working as an RN and have minimum of 12 months acute care experience within the last two (2) years. The RN must currently be working in the Specialty area and have a minimum of 12 months experience in the Specialty for which they are hired.
- **Nursing Education:** Minimum of three (3) years of RN training (diploma, hospital certificate, degree) through an accredited school of nursing. The education received must meet the minimum required education hours in both theory and clinical practice.

Section V: B. SPECIFIC REQUIREMENTS OF PROPOSAL:

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- **Qualification Pre-test:** Must receive a passing score on a qualification pre-test. English Language ability: Ability to communicate clearly in English, including the ability to describe their work experience and clinical skills.
- **Physical Requirements:** Absence of medical condition preventing them from obtaining employment, adequately performing nursing functions, or obtaining an immigration visa.
- **Absence of any Criminal History:** Absence of Criminal record preventing employment or immigration, which can be documented by local law enforcement.
- **Absence of any previous immigration issues** or "Overstay" issues in the US that would prevent approval for an Immigrant Visa.
- **NCLEX Examination:** Each candidate must take and pass the US required NCLEX examination.
- **English language testing:** If the candidate has not been educated in English, they must take and pass an officially recognized English language examination i.e. Test of English as a Foreign Language (TOEFLiBT) or International English Language Testing System (IELTS).
- **Pre-arrival clinical assessment:** Completed by a BSN prepared RN on OGP staff. This clinical assessment identifies the ideal clinical setting for the candidate to be placed in based on the work experience, skills checklist and references.
- **Referencing:** A minimum of two verified employment references (at least one from current employer) are required from each candidate.
- **Pre-arrival education:** OGP will assign online courses to each candidate in preparation for the assignment and based on the candidates specialty. In addition, unit specific education is also completed by each candidate prior to

Section V: B. SPECIFIC REQUIREMENTS OF PROPOSAL:

4. Description of your company's international registered nurse recruitment program, Including countries of origin from which you recruit, and your success in retaining Nurses with experience in health organizations, including mental health. Indicate the number of international registered nurses in your company's current pool of available Nurses. Also indicate the information your company will obtain on each RN and how this information will be utilized to review and screen each RN for suitable placement under the resulting contract.

start of employment. OGP has a mandatory requirement for a minimum of 40+ hours of online education addressing medical-legal issues specific to the U.S. that each candidate must complete before commencing employment at their assigned facility.

- **Quality Management Requirements:** Each candidate will be required to provide all OGP specific physical and documentation requirements, in addition to all facility required documentation before RN's start date.
- **Internal review processes:** In addition to our requirements for The Joint Commission certification, measure our compliance with standard company requirements. In addition, our IT systems, online policy and procedure website and annual compliance reviews assist us in monitoring our compliance levels.

Retention:

Overall, 95% of all International nurses who migrate to the US stay for an indefinite period of time and do not return to their home country. The percentage of nurse retention at the facility to which the nurse is initially assigned varies according to the location and commitment level of the facility to the nurses' professional development and social acclimation into the community.

OGP has 2 business lines: Contract placement and Direct placement. Our contract clients experience a 50-90% retention at end of initial assignment. Our Direct Placement clients experience an 80-90% retention rate after the initial employment period (2 years at Central State Hospital). The percentages do not vary significantly based on the specialties into which the RN's are placed.

Current Pool of International RN's registered in the U.S.:

OGP has **2053 RN's** Post NCLEX examination, currently in various stages of the Immigration process. 20 of these RN's have Psychiatric experience which is current. Start date availability is based on the number of Visas allocated each year and the current processing dates for Employment Based applications. Availability to start does vary year to year based on the processing times for the USCIS (United States Citizen and Immigration Services), formerly known as I.N.S. (Immigration and Naturalization Services).

Section V: B. SPECIFIC REQUIREMENTS OF PROPOSAL:

4. Description of your company's international registered nurse recruitment program, Including countries of origin from which you recruit, and your success in retaining Nurses with experience in health organizations, including mental health. Indicate the number of international registered nurses in your company's current pool of available Nurses. Also indicate the information your company will obtain on each RN and how this information will be utilized to review and screen each RN for suitable placement under the resulting contract (cont.)

Information obtained from each RN:

a. Documentation required to determine clinical qualifications:

Current resume including 2 professional references (References are independently verified by our International Referencing Department). Skills check list for the area of current specialty and/or previous specialty (ies). This documentation is used to determine the RN's initial qualification for our program at recruitment and is refreshed again Post NCLEX, prior to the Clinical Pre-Placement assessment which is conducted by an OGP RN. The Clinical Pre Placement call determines each nurse's clinical experience and suitability for the needs of DMHMRHAS.

b. Documentation required for application:

To apply to the National Council for State Boards of Nursing (NCSBN), the United States Immigration and Naturalization Services (USCIS) and Visascreen including but not limited to:

- Original Birth, Marriage and Divorce certifications
- Original Current Police Clearances from every country RN has lived in for 6mths or more since the age of 16.
- Full Application Form
- Photocopy of Name Change Document
- Photocopy of Nursing Diploma
- Photocopy of Foreign Nursing License
- Photocopy of RN Transcripts
- Photocopy of English Language Proficiency tests (IELTS or TOEFLiBT)
- Photocopy of High School Diploma or Secondary School Certificate
- Photos - At least four (4), passport size (5.1cm x 5.1cm). Back of photo - dated, name printed & signed.

This documentation is required to determine ability of the nurse to meet RN licensing, English language immigration requirements including Visascreen.

c. Quality Management Requirements:

Quality Management requirement guidelines for OGP International. This documentation enables us to determine if there are any health related conditions that would deem a nurse ineligible for obtaining a Green card. OGP has adopted a comprehensive method of managing the health assessments of our RN's that meets the needs of the vast majority of

Section V: B. SPECIFIC REQUIREMENTS OF PROPOSAL:

4. Description of your company's international registered nurse recruitment program, including countries of origin from which you recruit, and your success in retaining Nurses with experience in health organizations, including mental health. Indicate the number of international registered nurses in your company's current pool of available Nurses. Also indicate the information your company will obtain on each RN and how this information will be utilized to review and screen each RN for suitable placement under the resulting contract (cont.)

c. Quality Management Requirements (cont.)

our client facilities. It is a business imperative that our RN's are prepared for working in the U.S. and ready to start by the pre-arranged start date.

OGP has elected to adhere closely to the recommendations of the CDC (Centers for Disease Control) in setting schedules for screening and immunizations related to communicable diseases. The following are the health requirements and the guidelines that OGP Healthcare has adopted in order to meet these requirements:

1. **Rubeola** – if born during or after 1957, two doses of live measles vaccine on or after the first birthday, a physician diagnosed history of measles, or serologic evidence of immunity (positive titer).
2. **Mumps** (preferred not required) – one dose of vaccine (usually MMR) or serologic evidence of immunity (positive titer).
3. **Rubella** – if born during or after 1957 one dose live vaccine (usually MMR) on or after the first birthday, physician diagnosed history of rubella, or serologic evidence of immunity (positive titer).
4. **TB Screening:**
 - a. Annual PPD screening (Mantoux test) – if no evidence of negative PPD within previous year, then 2-step PPD screening is preferred and not mandatory, done whereby, a Mantoux test is administered, read and documented and a second test is given within 1-3 weeks read and documented.
 - b. For PPD converters: evidence of the positive PPD, a Chest x-ray following the initial positive PPD reading AND annual completion of a TB/Respiratory questionnaire to detect any signs and symptoms of active TB.
5. **Hepatitis B** - Documentation of 3 doses Hepatitis B vaccination (at appropriate intervals), serologic proof of immunity or declination of the series of vaccines signed by the healthcare worker.

In order to ensure that our Healthcare Professionals are physically capable of performing their responsibilities, they must provide annual documentation from a practitioner (a MD, DO, PA, or NP) stating that they are fit for duty:

1. **Physician's Statement** – the examining practitioner certifies that the RN is free of communicable diseases and is able to do their job without accommodation (or discusses accommodations).

Section V: B. SPECIFIC REQUIREMENTS OF PROPOSAL:

4. Description of your company's international registered nurse recruitment program, Including countries of origin from which you recruit, and your success in retaining Nurses with experience in health organizations, including mental health. Indicate the number of international registered nurses in your company's current pool of available nurses. Also indicate the information your company will obtain on each RN and how this information will be utilized to review and screen each RN for suitable placement under the resulting contract (cont.)

c. Quality Management Requirements (cont.)

- 2. Latex allergy assessment** – we elicit any latex allergy accommodation needs on the annual basis as well.
- 3. Other Work Related Allergies**

Section V: B. SPECIFIC REQUIREMENTS OF PROPOSAL:

5. Describe any screening, training and/or testing program that your company offers for ensuring that RNs meet the standards and requirements of this RFP and eligibility to work in USA.

OGP STAGES OF COMPETENCY EVALUATION

Stage 1: Recruitment

Initial competency evaluation is comprised of several key factors that together will determine the potential RN's competency (as an RN and not for a specific unit or job):

- Educational requirements of the professional discipline are met.
- Work experience of at least 12 months in an acute care hospital setting
- Specialty certifications.
- A pre-screening assessment of general nursing knowledge and suitability for the program.
- An assessment of English language comprehension and spoken communication.

Stage 2: Placement Preparation

- Telephone assessment by the OGPI Clinical Pre-Placement Manager (an OGP Healthcare Professional) reviewing the skills evaluation, work references, work experience and verbal responses to specific questioning of the RN.
- References of job-related work experience that at a minimum meet standard.
- Skills self evaluation pertinent to the specialty
- Evaluation of skills checklist, work references and work experience to show integration and meaning of the information presented in all 3 items.
- Assess any indicators of license investigation, criminal convictions, and malpractice actions.
- Confirmation of the current specialty based on the telephone assessment.
- Allocation of additional mandatory pre-arrival courses based on any needs identified as a result of the telephone assessment.
- Allocation of additional mandatory educational requirements for the specific specialty.

Stage 3: Post Placement / Pre arrival

- Pre-arrival education call completed by the Clinical Assignment Manager to assess educational needs specific to the Facility and Unit, following confirmation of the assignment.
- Review with the RN the mandatory educational requirements for a specific unit assignment including specialty specific requirements.
- Allocation of additional educational courses appropriate to the specific unit assignment as determined by the Clinical Assignment Manager.
- A specialty test is administered to assist in knowledge assessment.

Section V: B. SPECIFIC REQUIREMENTS OF PROPOSAL:

5. Describe any screening, training and/or testing program that your company offers for ensuring that RNs meet the standards and requirements of this RFP and eligibility to work in USA (cont.)

- In-service and continuing education records.
- Mandatory online educational requirements (See attached Mandatory course list)
- Pre Start Certifications: Completion of American Heart Association (or it's equivalent) courses required by the unit: BCLS
- Pre start preparation is comprised of the RN review of materials provided by OGP and their responses on the related pre and/or post tests thereby assessing the RN's knowledge of the key competencies.
 1. Abuse and neglect
 2. Blood borne pathogens and infectious diseases including hand washing information and guidelines
 3. Restraints
 4. Patient confidentiality
 5. Pain management
 6. Medication administration and safety
 7. Patient safety
 8. Age appropriate care
 9. Socioeconomic awareness
 10. Emergency preparedness
 11. Personal Safety including back safety, latex allergies, sexual harassment and violence in the workplace
 12. Cultural and Religious Diversity
 13. Patients Rights and Ethical Care
 14. Respiratory Fit Testing information and guidelines
 15. Sentinel Events
 16. HIPAA
 17. National Patient Safety Goals.

Stage 4: Orientation

The orientation is a crucial component of developing competency of the OGP RN's. OGP requests that the facility provide a minimum of 4 weeks orientation to the RN.

Section V: B. SPECIFIC REQUIREMENTS OF PROPOSAL:

6. Describe your specific plan for meeting the needs described in this RFP for an International nurse recruitment program for Virginia.

O'Grady Peyton International will manage the following processes for each RN:

1. Nurse Recruitment
2. Pre-Screening
3. NCLEX-RN and IELTS Education
4. NCLEX-RN Examination
5. Virginia State Nursing Licensure
6. English Language requirements (I.E.L.T.S. and/or TOEFLiBT as required) and scheduling for examination.
7. Visascreen application and processing through The Commission of Graduates of Foreign Nursing Schools (CGFNS).
8. Immigration (Green Card or TN Visa) processing through the United States Citizens and Immigration Services (USCIS).
9. Quality Management requirements (Including police clearances)
10. Pre-start requirements (certifications, physicals, background checks, drug screens etc.)
11. Meet and Greet service
12. Pre arrival clinical acculturation and logistical support

NCLEX-RN Education:

Prior to arrival in the US, all OGP RN's must pass The National Council Licensure Examination for Registered Nurses (NCLEX-RN®) exam, a test required of every nurse to obtain an RN license.

NCLEX test centers are located worldwide. The average pass rate for foreign educated NCLEX testers is currently approximately 50%. Through OGP's expertise and in depth NCLEX study preparation, OGP has been exceeding the global NCLEX pass rates, exceeding 55- 60% in some countries.

The OGP NCLEX study program includes study materials, in person tutorials, HESI tests, e-learning development, study planners, practice and listening tests, including one-on-one mentoring with an OGP Clinical Educator.

NCLEX program curriculum details are as follows and vary by recruitment location:

E-learning Site: E-learning is a web based study program to which each nurse is given access and is required to take periodic tests to monitor progress of studies.

HESI Tests: Health Education Systems, Inc (HESI) is the leading provider of exams that predict how students will perform on the NCLEX examination. The HESI Test is a proctored exam given in each OGP overseas office. The results of

Section V: B. SPECIFIC REQUIREMENTS OF PROPOSAL:

6. Describe your specific plan for meeting the needs described in this RFP for an International nurse recruitment program for Virginia (cont.)

the exams provide an indication as to how well each OGP RN is doing educationally, and how they are expected to perform on their NCLEX exam.

OGP 2 Day Drexel University Tutorial: This 2 day tutorial NCLEX-RN review class covers Test Taking Strategies, Psychosocial Communication, Test Plan, Delegation and Management, and Drug Administration. The tutorial provides a foundation for NCLEX-RN preparation, including area and level of study. Upon acceptance into the OGP program, this tutorial is requested of OGP RNs in the early stages of their NCLEX-RN preparation. The Workshops go into much detail on the above topics, and nurses use these valuable tools to help them to maintain focus on their Studies

Workshops: Pharmacology and Safe Effective Care Environment, Health Promotion and Maintenance, Psychosocial Integrity. The Workshops go into significant detail on the above topics and are designed to continue the educational track for the candidate.

Mentoring: Clinical Educators mentor the nurse through periodic one on one discussions regarding NCLEX-RN preparation. The educator typically will arrange a practice test and then will examine each result with the nurse to evaluate the strengths and weaknesses of the candidates. The educator will provide clarity, coaching, and assistance for each nurse. Depending on the nurse and performance, the educator may recommend further e learning testing to supplement the candidate's learning.

IELTS Education:

Every RN who has not been educated in English, must take and pass an officially recognized English language examination. The Test of English as a Foreign Language (TOEFLiBT), or International English Language Testing System (IELTS) exams are two tests commonly used. Like the NCLEX-RN study program, OGP also assists each nurse in their English tests by lending support for each candidate with the full application and booking process, providing IELTS study books and practice IELTS CD Rom, recommending appropriate English language courses, offering practice listening and reading tests, accent reduction software and IELTS specialty websites.

Presentation of RN's to Purchasing Agency:

RN's presented to Purchasing Agency will have already completed the NCLEX examination before being presented for consideration. RN's will be screened according to the requirements of this RFP and RN's with experience in Psychiatric Nursing will be reviewed and considered for presentation before other specialties. Once presented, the

Section V: B. SPECIFIC REQUIREMENTS OF PROPOSAL:

6. Describe your specific plan for meeting the needs described in this RFP for an International nurse recruitment program for Virginia (cont.)

Purchasing Agency will receive a complete work history (resume), skills check list and two (2) verified professional references. If the facility requests an in person interview with the RN, OGP will facilitate a telephonic interview for the facility at no cost to the purchasing agency.

Offer of Employment by Purchasing Agency to RN:

Upon offer, OGP will obtain an official offer letter from the offering facility which details the proposed terms of employment. OGP will review the details and requirements of the employment agreement with each RN both verbally and in writing. OGP will facilitate the execution of the offer letter by both parties and ensure that both the Facility and the RN have a signed copy. Once the offer is accepted by the RN, OGP will agree the start date with the Facility and the RN.

Transportation arrangements:

Once start date is confirmed, OGP will arrange and pay for the travel costs for the RN to the location of employment. OGP will furnish the receipt to the hiring facility for reimbursement. OGP's relocation team will work directly with the hiring Facility and the RN to ensure that RN's secures housing prior to travel to the US.

Certifications:

All registered nurses will be required to complete the appropriate certifications required by the state and facility prior to the start of employment. These certifications are assigned based on the certifications required for the specific unit and include but are not limited to:

- **Basic Cardiac Life Support**

Placement Package:

One week in advance of the start date, OGP will provide the Placement package. The placement package shall consist of, at a minimum, the following specific information:

- Name of registered nurse
- Application/Resume
- Educational Transcripts
- Training (copy of certificates)
- Location
- Type
- Current Virginia license or letter authorizing the nurse to practice in Virginia

Section V: B. SPECIFIC REQUIREMENTS OF PROPOSAL:

6. Describe your specific plan for meeting the needs described in this RFP for an International nurse recruitment program for Virginia (cont.)

- Social Security number or application thereof.
- Certification and/or eligibility to work in the USA.
- Skills Check List.
- Copies of all Professional Licenses & Certifications.
- References

Post arrival support:

OGP will provide ongoing support to the purchasing agency after the commencement of employment.

Section V: B. SPECIFIC REQUIREMENTS OF PROPOSAL:

7. The Purchasing Agency will consider providing the general training and specialized Psychiatric training listed in Section IV, Item E. Training; however, the Offeror should include in its proposal for consideration by the Purchasing Agency, any training programs that will be provided by the Offeror to include general mandatory training and specialized psychiatric training. Consideration will be given to providing training materials to the Contractor should the Contractor wish to include these materials in its training and orientation program.

Mandatory Training and Education Requirements for all OGP RN's:

OGP offers free continuing education courses provided by its service partner RN.com (www.rn.com). These courses are available in print and on line, and commence a minimum of 6 months before the nurse's start date.

The Company also provides an updated course listing with each new assignment materials packet. In addition, OGP mandates the completion of certain RN.COM courses covering medical-legal issues specific to nursing in the United States. Please see below list of mandatory pre-arrival courses required.

- Professional Communication and Documentation: Safe, Effective, and Legal (7 contact hours)
- Medical Error Reduction (2 contact hours)
- Medication Safety: Assuring Safe Outcomes (6 contact hours)
- Critical Thinking: Administering Medications to the Elderly (8 contact hours)
- 2008 Workplace Safety and Patient Care Standards (0 credit hours). This course must be taken every 12 months.
- Critical Thinking: Nursing Calculations, Part 2 (2 contact hours)
- RN.com Assessment Series: Focused Cardiovascular Assessment (2 contact hours)
- RN.com Assessment: Focused pulmonary assessment (1 contact hours).

Pre start preparation is comprised of the RN review of materials provided by OGP and their responses on the related pre and/or post tests thereby assessing the RN's knowledge of the key competencies.

- Abuse and neglect
- Blood borne pathogens and infectious diseases including hand washing information and guidelines
- Restraints
- Patient confidentiality
- Pain management
- Medication administration and safety
- Patient safety
- Age appropriate care
- Socioeconomic awareness
- Emergency preparedness

Section V: B. SPECIFIC REQUIREMENTS OF PROPOSAL:

7. The Purchasing Agency will consider providing the general training and specialized Psychiatric training listed in Section IV, Item E. Training; however, the Offeror should include in its proposal for consideration by the Purchasing Agency, any training programs that will be provided by the Offeror to include general mandatory training and specialized psychiatric training. Consideration will be given to providing training materials to the Contractor should the Contractor wish to include these materials in its training and orientation program.

- Personal Safety including back safety, latex allergies, sexual harassment and violence in the workplace
- Cultural and Religious Diversity
- Patients Rights and Ethical Care
- Respiratory Fit Testing information and guidelines
- Sentinel Events
- HIPAA
- National Patient Safety Goals.

In order to meet the requirements of The Joint Commission and OSHA, OGP has the following program for RN's education:

Workplace Safety and Patient Care Standards Manual – this is a manual for RNs to educate them in the following areas:

- Workplace safety – fire, electrical safety, body mechanics, sexual harassment, and workplace violence
- Handling of hazardous materials
- Standards in patient care
- Patient's bill of rights
- Infectious diseases including blood borne pathogens and standards for hand washing
- Advance directives
- HIPAA
- Organ donation
- Age specific competency
- Restraints
- Pain management
- National Patient Safety Goals

Section V: B. SPECIFIC REQUIREMENTS OF PROPOSAL:

8. The Offeror should provide in their proposal a testing program for the purpose of assessing the individual general, special, and on-going in-service training needs of each RN or other healthcare professional as well as an evaluation program to evaluate the clinical competency of its RNs.

At Recruitment:

- A pre-screening assessment of general nursing knowledge and suitability for the program.
- An assessment of English language comprehension and spoken communication.

At Placement:

- A specialty test to determine their baseline theoretical knowledge in their area of specialty/expertise and to assist in knowledge assessment.
- Allocation of additional mandatory pre-arrival courses with post tests.
- Allocation of additional mandatory educational requirements for the specific specialty in which the RN will be placed including post tests.
- Mandatory online educational requirements (See Mandatory course list)
- Pre Start Certifications: Completion of American Heart Association (or it's equivalent) courses required by the unit: BCLS
- Pre start preparation is comprised of the RN review of materials provided by OGP and their responses on the related pre and/or post tests thereby assessing the RN's knowledge of the key competencies and includes the following topics.
 - Abuse and neglect
 - Blood borne pathogens and infectious diseases including hand washing information and guidelines
 - Restraints
 - Patient confidentiality
 - Pain management
 - Medication administration and safety
 - Patient safety
 - Age appropriate care
 - Socioeconomic awareness
 - Emergency preparedness
 - Personal Safety including back safety, latex allergies, sexual harassment and violence in the workplace
 - Cultural and Religious Diversity
 - Patients Rights and Ethical Care
 - Respiratory Fit Testing information and guidelines
 - Sentinel Events
 - HIPAA
 - National Patient Safety Goals.

Section V: B. SPECIFIC REQUIREMENTS OF PROPOSAL:

8. The Offeror should provide in their proposal a testing program for the purpose of assessing the individual general, special, and on-going in-service training needs of each RN or other healthcare professional as well as an evaluation program to evaluate the clinical competency of its RNs.

At start of employment:

Continuous competency assessment and improvement consist of the evaluation of the RN's performance as it relates to the OGP Job Specification and the Unit Specific Job Specification provided by the Purchasing Agency. The OGP Job Specification comprises the following areas:

- A. Communication, Confidentiality, Customer Service
- B. Adaptability, Flexibility
- C. Teamwork, Cooperation
- D. Reliability, Attendance
- E. Initiative, Enthusiasm
- F. Quality of Work, Competency
- G. Professionalism, Licensure maintenance, Continuing education, Professional/healthcare certifications
- H. Accurate Documentation
- I. Follows Safety/Emergency Protocols

At any point in which a RN is deemed to have not met the criteria (or is not competent in an area) the RN will either be given the education materials and opportunity to improve and upgrade the assessment, or will not be eligible for continuing in the program.

Continuing competency will be assessed through review of hospital evaluations returned to OGP, review of continuing education and when appropriate interviews with Nurse Managers, Supervisors or other person of authority with whom the RN has worked. The orientation period for OGP RN's is a minimum of 4 weeks.

An assignment evaluation tool is sent directly to the facility for every RN at the completion of the first 6 weeks. Since the facility provides the direct supervision of the RN, the expectation is that the facility will complete the assignment evaluation tool in a timely manner and return to OGP. The Clinical Assignment Manager places a call to the facility to facilitate the completion and return of the assignment evaluation.

Section V. B. SPECIFIC REQUIREMENTS OF PROPOSAL:

9. Any training or testing programs offered by the Contractor shall meet or exceed the standards adopted by the Purchasing Agency or set forth by the organizations listed in Section IV. Item F. Standards of Performance.

Standards of Performance: OGP RNs shall provide a standard and quality of care designed to meet the following standards or accrediting programs and performs services according to their program design:

- The Joint Commission
- Civil Rights of Institutionalized Persons Act (CRIPA)
- Commonwealth of Virginia, DMHMRSAS Licensing Standards
- Commonwealth of Virginia, Board of Nursing, Licensing Standards
- Code of Virginia, Section 37.1-84.1, Rights of Patients and Residents
- Professional/Medical Staff Bylaws
- Rules, Regulations and Instructions of the Purchasing Agency
- The Practice of Nursing Statement
- The highest professional and ethical standard

Section V: B. SPECIFIC REQUIREMENTS OF PROPOSAL:

10. Description of any other services the Offeror may wish to propose. Indicate pricing in the Detailed Cost Proposal.

Direct Placement Meet & Greet Service Basic – Level 1 Service:

- Relocation Specialist to contact nurse prior to arrival (6-8 weeks)
- Provide websites that may be helpful in their search for housing if not being secured by the facility.
- Obtain the nurses flight itinerary (flights are normally booked via nurse/facility)
- International Relocation Specialists can also set up classes (if required)
- Provide a brief letter and itinerary to both the nurse and the Meet & Greet rep with contact information
- Secure a Meet & Greet Rep to pick up nurse/family at the airport
- Transport to initial accommodations (hotel arranged by nurse/facility) or apartment if the time of arrival allows.
- Take to Social Security Office (if requested)
- Familiarize nurse with the facility location and transportation

Direct Placement Meet & Greet Service Basic – Level 2 Service 16 Hours:

- Relocation Specialist to contact nurse prior to arrival (6-8 weeks)
- Relocation to provide websites that may be helpful in their search for housing if not being secured by the facility along with local transportation links to assist in their placement
- Relocation will arrange a Meet & Greet rep to assist with minimal transportation on arrival and prior to start date at the facility
- Nurse to provide Relocation Specialist flight itinerary (flights are normally booked via nurse/facility)
- Relocation will forward a brief pre-departure Letter with the contact information the nurse will require upon arrival
- Meet & Greet rep will transport to initial accommodations, hotel may need to be an option depending on arrival time (hotel to be arranged and paid by nurse/facility)
- Following day Meet & Greet rep will bring nurse/family to their apartment that has been secured by either the nurse or facility
- Meet & Greet rep will bring to Social Security Office to complete application
- Meet & Greet rep will bring nurse for scheduled Drug Screen lab/Physical (if required) by facility
- Relocation Specialist will schedule any certification classes in advance, Meet & Greet rep will transport to any classes (if required and time allows)
- Minimal hours (2-3) spent for shopping for groceries and household items to be done during the first week of arrival.
- Meet & Greet rep to familiarize the nurse with the neighborhood and facility location, bus routes, etc

Section V: B. SPECIFIC REQUIREMENTS OF PROPOSAL:

10. Description of any other services the Offeror may wish to propose. Indicate pricing in the Detailed Cost Proposal (cont.)

Meet & Greet Rep Service is 16 hours once the nurse arrives in the USA. Pre-departure the Relocation team will provide with housing recommendations and class/drug screen scheduling and basic communications with the nurse

Direct Placement Meet & Greet Service Basic – Level 3 Service 30 Hours:

- Relocation Specialist to contact nurse prior to arrival (6-8 weeks from arrival date)
- Gather information about the nurse and family members traveling
- Provide website information for apartment searches
- Recommend specific apartment complexes from experiences
- Assist nurse and communicating with the apartment complexes, for example applications, leases, etc.
- Provide detail for furniture companies in the area that may provide short term leasing or purchase options for the nurse/family
- Provide utility service information, transportation (local) links that may be required. (Depending on the complex they may allow the nurse to transfer to their name upon arrival).
- Finalize and request all travel/apartment details from the nurse (travel to be secured in most cases by nurse or facility) prior to departure
- Set up hotel room for nurse and family for one night to be paid by O'Grady Peyton, the hotel room will depend on time of arrival and accessibility to the apartment complex.
- Schedule Meet & Greet rep to pick up at airport and handle the transportation from the time of arrival
- Prepare and forward a pre-departure letter to the traveler indicating all details that they will need while traveling and upon arrival including contact information
- Create and supply an itinerary for the Meet & Greet Rep, nurse and facility if requested of the nurse's schedule from time of arrival.
- Transport nurse/family to initial accommodations (hotel or apartment) on the first day of arrival.
- On the second day of arrival in the US, the Meet & Greet rep will transport nurse/family to their new home secured by nurse or facility
- Second day after arrival the M&G Rep will take the nurse to Social Security office to file application
- If required the Meet & Greet Rep can transport the nurse to drug screen or any physicals that may be required (Relocation Specialist can set these appointments if requested)
- Schedule all required classes in advance and have Meet & Greet transport nurse to these certification classes. (Class can be scheduled by O'Grady Peyton Relocation if requested)

Section V: B. SPECIFIC REQUIREMENTS OF PROPOSAL:

10. Description of any other services the Offeror may wish to propose. Indicate pricing in the Detailed Cost Proposal (cont.)

- Day shopping trip for groceries and household items (i.e. Wal-Mart Superstore)
- Shopping for scrubs, if required
- Provide instructions on orientation week at facility, if facility has provided to O'Grady Peyton Relocation Specialist
- Familiarize the nurse with the neighborhood and facility location, bus routes, etc
- Bring nurse to the DMV for license appointment and car shopping if planning to purchase a car
- Meet & Greet to take nurse to the facility to meet Nurse Manager, if requested by facility
- Favorable with many nurses, past results have shown it relieves some anxiety levels
- If requested and time allows Meet & Greet Rep can bring the nurse to the first day of orientation

Meet & Greet Rep Service is 30 hours once the nurse arrives in the USA. Pre-departure the Relocation team will provide nurse with housing recommendations and class/drug screen scheduling and basic communications with the nurse

O'Grady Peyton International (USA) Inc.

REVISED EXHIBIT E

Detailed Cost Proposal – Fee schedule

A. Placement Costs:

The following fees are all inclusive costs applicable to the recruitment, screening, testing, assignment, Licensing, immigration and education of each registered nurse by OGP for an assignment to the Purchasing Agency as a permanent employee for a minimum of two (2) years.

1. Assignment of Registered Nurses who have been recruited by the Contractor and are in various stages of the assignment process with Psychiatric nursing experience and/or Psychiatric/Med/Surg nursing experience.

- **All inclusive cost \$22,500 per nurse**

2. Assignment of Registered Nurses who have been recruited by the Contractor and are in various stages of the assignment process without Psychiatric nursing experience but with experience in another specialty who are interested in being trained to Psychiatry.

- **All inclusive cost \$20,000 per nurse**

3. Payment of the above categories of Registered Nurses shall be made within thirty (30) days of receipt of invoice at the following times:

- **Placement Fee due upon arrival of the Registered Nurse at the facility of the Purchasing Agency**

B. Optional Meet and Greet Services:

1. **Level 1** - 8 hours of Post arrival Meet and Greet Service: Included in Placement Costs.
2. **Level 2** - 16 Hours of Post arrival Meet and Greet Service: **\$1,200** per nurse.
3. **Level 3** - 30 Hours of Post arrival Meet and Greet Service: **\$2,500** per nurse.

Selection of optional Level of Meet and Greet Services will be confirmed by the Facility of Purchasing Agency at the time of the offer to an RN.

C. Transportation Costs:

OGP will arrange the airline ticket for the nurse from the nurse's last point of origin to Washington D.C. at the lowest commercial airline ticket rate. OGP will provide Purchasing

EXHIBIT E

Fee Schedule (cont.)

Agency with a receipt for the airline ticket. Purchasing Agency will be responsible for reimbursing OGP directly for the cost of the airfare which will be invoiced upon arrival of the nurse at the facility of the Purchasing Agency. Payment shall be made within thirty (30) days of receipt of invoice.